

As seen by China

**DRAFT AGREEMENT BETWEEN
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF CHINA, REPRESENTED BY THE
PEOPLE’S GOVERNMENT OF HAINAN PROVINCE,**

**AND THE
UNITED NATIONS EDUCATIONAL
SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO)
CONCERNING THE ESTABLISHMENT OF AN INTERNATIONAL CENTRE FOR UNESCO
ASPNET AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of the People’s Republic of China, represented by the People’s
Government of Hainan Province

and

The United Nations Educational, Scientific and Cultural Organization,

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of the development of educational activities, and the importance of UNESCO’s Associated Schools Project Network (ASPnet) in the achievement of the Sustainable Development Goal on education (SDG 4),

Recognizing the need to promote international understanding, peace, intercultural dialogue, sustainable development and quality education and the contributions to ASPnet as an effective tool in those areas,

Considering that the Director-General has been authorized by the **Executive Board in 204/EX Decision xxx** to conclude with the Government of the People’s Republic of China, represented by the People’s Government of Hainan Province an agreement in conformity with the draft that was submitted to the Executive Board,

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

1. In this Agreement, “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
2. “Government” means the Government of the People’s Republic of China, represented by the People’s Government of Hainan Province.
3. “Centre” means the International Centre for UNESCO ASPnet

Article 2 – Establishment

The Government shall agree to take, in the course of the year 2018, any measures that may be required for the setting up of the Centre under the auspices of UNESCO in Hainan Province, People's Republic of China, as provided for under this Agreement.

Article 3 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government concerned and also the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal status

- 4.1 The Centre shall be independent of UNESCO.
- 4.2 The Government shall ensure that the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:
- to contract;
 - to institute legal proceedings;
 - to acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The constitutive act of the Centre must include provisions describing precisely:

- (a) the legal status granted to the Centre, within the national legal system, the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 – Functions/objectives

The functions/objectives of the Centre shall be to:

Objective

To be a service provider through the provision of effective communication and cooperation platforms for the promotion of knowledge sharing, cross-regional policies and practice, as well as global cooperation

Functions

- a) **Knowledge Production:** The Centre will focus its research on the emerging needs and trends of schooling in UNESCO Member States, and assist them in meeting the challenges brought by globalization, and new information technologies. The Centre also aims at building an ASPnet resource library to fill the gap in data availability, and historical evidence, on the network and its impact.
- b) **Capacity Development:** With a specific focus on the Asia-Pacific region, the

Centre will carry out training programs on various ASPnet-relevant topics for ASPnet stakeholders from primary and secondary schools in order to promote their continuing professional development in ASPnet-related thematic areas.

- c) **Technical Support:** The Centre will provide policy support, professional and technical support so as to effectively improve school management, teaching quality and learning outcomes. The Centre will encourage exchange among ASPnet students and teachers through various educational activities, such as summer/winter camps, summer schools, short-term study tours and visiting programs as well as Information Technology Application Training (ITAT).
- d) **Information Sharing:** With a view to facilitating the barrier-free communication among ASPnet schools, teachers and students, the Centre will develop an online resource and information platform through clouding computing, big data and artificial intelligence. It aims at creating an effective information and data base through a comprehensive multilingual website. Under the guidance of the ASPnet International Coordinator, the Centre will organize the annual ASPnet International Forum to promote the circulation, and exchange, of successful ASPnet experiences and best practices.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed every 3 years and include:

- (a) a representative of the UNESCO Director-General,
- (b) a representative of the National Commission of the Peoples Republic of China for UNESCO,
- (c) a representative of the People’s Government of Hainan Province,
- (d) a representative of Sanya Municipal People’s Government,
- (e) experts in areas relevant to the work of ASPnet
- (f) a representative of ASPnet Schools;
- (g) the Director of the Centre, as observer without a voting right
- (h) a representative of the Hainan Educational Research and Training Institute (HERTI)

2. The Governing Board shall:

- (a) approve the long-term and medium-term programmes of the Centre;
- (b) approve the annual work plan of the Centre, including the staffing table;
- (c) examine the annual reports submitted by the director of the Centre, including a biennial self-assessment reports of the Centre’s contribution to UNESCO’s programme objectives;
- (d) examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;
- (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the country;

- (f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre
3. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by its Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or two-thirds of its members.
4. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

Article 8 – UNESCO’s contribution

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO by:
- (a) providing the assistance of its experts in the specialized fields of the Centre;
 - (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations;
 - (c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a strategic programme priority area.
2. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO’s programme and budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

Article 9 – Contribution by the Government

1. The Government shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.
2. The Government undertakes to:
- (a) make available to the Centre an annual budget of 7 million Chinese Yuan Renminbi (CNY)
 - (b) construct premises for use by the Centre and entirely assume their maintenance
 - (c) provide 1,400 square metres of facilities offered by the University of Sanya at no cost for the transition period,
 - (d) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise 20 staff. More staff will be recruited based on the development and increase of the Centre’s activities.

Article 10 – Participation

1. The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.
2. Member States and Associate Members of UNESCO wishing to participate in the Centre’s activities, as provided for under this Agreement, shall send to the Centre notification

to this effect. The director shall inform the Parties to the Agreement and other Member States of the receipt of such notifications.

Article 11 – Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall also not be subject to any legal process, and bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 12 – Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:
 - (a) whether the Centre makes a significant contribution to UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of C/5 document (Programme and Budget), including the two global priorities of UNESCO, and related sectoral or programme priorities and themes;
 - (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO strategic programme objectives, to be funded by the host country or Centre.
3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
4. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 16 and 17.

Article 13 – Use of UNESCO name and logo

1. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
2. The Centre is authorized to use the UNESCO logo or a version thereof on its letter headed paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

Article 14 – Entry into force

This Agreement shall enter into force, following its signature by the contracting parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the People's Republic of China and by UNESCO's internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

Article 15 – Duration

This Agreement is concluded for a period of six years as from its entry into force. The Agreement shall be renewed upon common agreement between the Parties once the

Executive Board made its comments based on the results of the renewal assessment provided by the Director-General.

Article 16 – Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the Parties to the other.

Article 17 – Revision

This Agreement may be revised by written consent between the Government and UNESCO.

Article 18 – Settlement of disputes

Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the parties, shall be submitted for final decision to an arbitration tribunal composed of three members one of whom shall be appointed by a representative of the Government, another by the Director-General of UNESCO, and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the President of the International Court of Justice.

2. The Tribunal’s decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in two (2) original copies English and two (2) original copies in Chinese on Both texts are equally authentic. In case of divergence in interpretations, the English version shall prevail.

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For the United Nations Educational,
Scientific and Cultural Organization

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For the Government